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# FILEONE, HNC. LLC

### FOURTH AMENDMENT TO SOFTWARE SERVICEAGREEMENT

This Fourth Amendment ("Amendment") shall be deemed a material part of that certain Software Services Agreement by and between FileONE, Inc., a North Carolina eorperation Limited Limbility ("FileONE") with Federal Identification Number 56-2137429, having its principal offices at 5520 Company ("FileONE") with Federal Identification Number 56-2137429, having its principal offices at 5520 Dillard Drive, Suite 280, Cary, NC, acting through its President, Robert Sydnor and the Department of State of Puerto Rico ("Customer"), with Corporate Social Security Number, 660-43-3481, acting through its Secretary, Hon. Kenneth D. McClintock, of legal age, married and resident of San Juan, Puerto Rico, with an address of P.O. Box 9023271, San Juan, PR 00902-3271 ("Initial Agreement") as amended by a First Amendment to Agreement dated December 28, 2010 ("Second Amendment"), a Second Amendment to Agreement dated December 28, 2010 ("Second Amendment") and a Third Amendment to Agreement dated September 2, 2011 (Initial Agreement, First Amendment, Second Amendment and the Third Amendment are collectively referred to as "Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

#### RECITALS

WHEREAS, FileONE and Customer entered into the Agreement under which FileONE will be supplying its SystemWorks business filing systems and other related services to Customer;

WHEREAS, both FileONE and Customer wish to make a second amendment to the Agreement with respect to said services FileONE will be providing to the Customer;

WHEREAS, the Agreement is a valid and subsisting agreement between FileONE and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.
- 2. <u>Attachments to Agreement.</u> <u>Attachments 1, 2</u> and 3 to the Agreement are hereby deleted in their entirety and replaced in their entirety with <u>Attachments 1, 2</u> and 3 attached hereto and fully incorporated herein by this reference. In addition, a new <u>Attachment 6</u>, attached hereto and fully incorporated by this reference, is hereby added to the Agreement.
- 3. <u>Continuing Validity of Agreement.</u> Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.



EXECUTED as of the  $\frac{25 \pm 6}{100}$  day of October, 2011.

FileONE, ING. LLC acting through its President, Robert Sydnom

By: //

Department of State of Puerto Rico acting through its Secretary, Hon. Kenneth D. McClintock

By:

Departamento de Estado S.S. Patronal-660-63-7290

## ATTACHMENT 1

#### HOSTED SOFTWARE

HOSTED SOFTWARE MODULES	DESCRIPTION		
	SystemWORKS <sup>TM</sup> Module access for Core, Business Entity (check modules being accessed):		
$\square$	Core Module		
Ø	Business Entity Back-Office Module		
Ø	Business Entity Online Module		
	Trademark and Tradename Module		

## Notes:

 The SystemWORKS™ Software Modules set forth above which shall be accessible by Customer shall be FileONE's existing modules with standard functionality. FileONE shall provide customization only for Puerto Rico specific legislative requirements and only as agreed upon in advance and in writing by FileONE and Customer.

[END OF ATTACHMENT 1]

